

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF NEW YORK

ARTISAN PIZZA & WINE, LLC, *a New York limited  
liability company,*

*Plaintiff,*

v.

BURRATA PIZZA CORP., *a New York corporation*

*Defendant.*

Civil Action No. 22-cv-00189

~~[PROPOSED]~~ STIPULATED  
CONSENT JUDGMENT AND  
PERMANENT INJUNCTION

**IT IS HEREBY STIPULATED AND AGREED** by and between the undersigned counsel:

**WHEREAS**, on or about January 10, 2022, Plaintiff Artisan Pizza & Wine, LLC (“Plaintiff”) commenced an action against Defendant Burrata Pizza Corp. (“Defendant”) by filing a Complaint in the United States District Court for the Southern District of New York styled *Artisan Pizza & Wine, LLC v. Burrata Pizza Corp.*, No. 7:22-cv-00189 (the “Action”), in which Plaintiff asserted against Defendant claims of trademark infringement of Plaintiff’s BURRATA trademarks, unfair competition, and other related claims under federal and state law; and

**WHEREAS**, it is undisputed that Plaintiff owns and itself has used the trademark BURRATA for restaurant services since at least 2012;

**WHEREAS**, it is undisputed that Plaintiff has registered the BURRATA mark with the United States Patent and Trademark Office, including U.S. Registration No. 5,339,762;

**WHEREAS**, the Parties have reached agreement for resolution of this Action, the full terms and conditions of which are set forth in a settlement agreement, dated October 31, 2022 (the “Agreement”); and

**WHEREAS**, in furtherance of the parties' mutual desire to amicably, efficiently, and expeditiously settle and discontinue this action without incurring additional costs and fees, the Parties have agreed to entry by the Court of this Stipulated Consent Judgment and Permanent Injunction and the continuing jurisdiction of the Court on the terms and conditions set forth herein;

**THEREFORE**, Plaintiff and Defendant hereby stipulate and agree, and the Court hereby **ORDERS** that:

1. Effective December 1, 2022, subject to Paragraph 2, Burrata Pizza Corp. and each of its officers, directors, employees, shareholders, owners, representatives, affiliates, franchisees, successors, assignees, and any other person or entity acting on its behalf, is hereby permanently restrained and enjoined from any use of the name and mark BURRATA, or any name or mark which is confusingly similar to BURRATA, including without limitation BURRATA PIZZA and BURRATINA, as a trademark or trade name, as part of any domain name, and in connection with any advertising, marketing and/or promotion of restaurant services.

2. Nothing herein shall prevent Defendant from using and adopting the name and mark BURRATA BASIL PIZZA in connection with restaurant services of the type currently offered by Defendant, subject to the terms of the Agreement.

3. Defendant shall use best commercial efforts to ensure that the domain name [www.burratapizzamenu.com](http://www.burratapizzamenu.com) is disabled.

4. Defendant shall take immediate steps to file an amendment to its registered name Burrata Pizza Corp.

5. Notwithstanding the foregoing, Defendant may use the word burrata to describe certain menu offerings that include burrata cheese as an ingredient.

6. All claims and defenses in this action are hereby resolved by this Stipulated Consent Judgment and Permanent Injunction.

7. This Court shall retain continuing jurisdiction over the Parties and the action for purposes of enforcing this Stipulated Consent Judgment and Permanent Injunction and/or enforcing the Parties' Settlement Agreement.

8. Each party is to bear its own fees and costs.

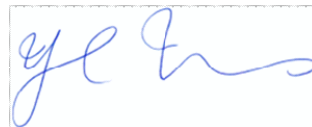
**SO ORDERED:**

Dated: White Plains, New York,  
November 10, 2022



The Honorable Philip Morgan Halpern  
United States District Judge

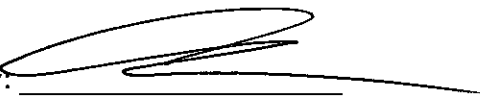
**STIPULATED AND AGREED:**



By:

Yuval H. Marcus  
Stefanie M. Garibyan  
One Barker Avenue, Fifth Floor  
White Plains, NY 10601  
Tel: (914) 288-8011  
Fax: (914) 288-0023  
Email: [Marcus@leasonellis.com](mailto:Marcus@leasonellis.com)  
Email: [Garibyan@leasonellis.com](mailto:Garibyan@leasonellis.com)  
*Attorneys for Plaintiff*

By:



Christopher A. Raimondi  
Anthony T. Wladyka, III  
552 Broadway  
Massapequa, NY 11758  
Tel: (516) 308-4462  
Email: [craimondi@raimondi-law.com](mailto:craimondi@raimondi-law.com)  
*Attorneys for Defendant*